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Property of Cook County Clerk's Office

COOK COUNTY RECORDING

- DEED
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- POWER OF ATTORNEY
- RELEASE
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- OTHER

RETURN TO:

14

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## AFFIDAVIT FOR CERTIFICATION BY PARTY NOT ON ORIGINAL DOCUMENT

STATE OF ILLINOIS }  
Cook COUNTY } ss.

I, (print name) Kristi Jacobsen being duly sworn, state that I have access to the copies of the attached document(s) (state type(s) of documents) \_\_\_\_\_

Assignment of Rents  
as executed by (name(s) of party(ies) Harris Trust under  
Trust # L-718 and Harris, N.A.

My relationship to the document is (ex. - Title Company, agent, attorney)  
Title Company

I state under oath that the original of this document is lost, or not in possession of the party needing to record same. To the best of my knowledge the original document was not intentionally destroyed or in any manner disposed of for the purpose of introducing a copy thereof in place of the original.

Affiant has personal knowledge that the foregoing statements are true.

Kristi Jacobsen  
Signature

6/1/07  
Date

Subscribed and sworn to before me this 1st day of June, 2007

\_\_\_\_\_  
Notary Public

SEAL



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**WHEN RECORDED MAIL TO:**

Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880 -  
Chicago, IL 60690-2880

**FOR RECORDER'S USE ONLY**

**This ASSIGNMENT OF RENTS prepared by:**

Clare C. Hane, Documentation Specialist  
Harris N.A./BLST  
311 W. Monroe St., 14th Floor  
Chicago, IL 60606-4684

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 21, 2006, is made and executed between Harris N.A., not personally but as Trustee under that certain trust agreement dated September 29, 1998 and known as Harris N.A. Trust Number L-718, whose address is 201 S. Grove Avenue, Barrington, IL 60010 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See Exhibit "A" attached hereto and made a part hereof.

The Property or its address is commonly known as vacant land on Dundee Road, Palatine, IL 60067. The Property tax identification number is [see Exhibit "A"].

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT,**

288650820

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## ASSIGNMENT OF RENTS (Continued)

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**AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental

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## ASSIGNMENT OF RENTS (Continued)

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agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The

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## ASSIGNMENT OF RENTS (Continued)

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Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Default will occur if payment in full is not made immediately when due.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**EXHIBIT "A".** An exhibit, titled "Exhibit "A", is attached to this Assignment and by this reference is made a part of this Assignment just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Assignment.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

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## ASSIGNMENT OF RENTS (Continued)

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**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**UNOFFICIAL COPY****ASSIGNMENT OF RENTS  
(Continued)**

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**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**WAIVER OF HOMESTEAD EXEMPTION.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means George A. Amend, Inc..

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Grantor.** The word "Grantor" means Harris N.A. <sup>As Trustee and not personally under</sup> Trust Number L-718.

**Indebtedness.** The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, any premiums, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means Harris N.A., its successors and assigns.

**Note.** The word "Note" means the promissory note dated June 21, 2006, in the original principal amount of \$596,702.70 from Borrower to Lender, together with all renewals of, extensions of, modifications of,



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## ASSIGNMENT OF RENTS (Continued)

refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.000% per annum. Payments on the Note are to be made in accordance with the following payment schedule: If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JUNE 21, 2006.

GRANTOR:

*As Trustee and not personally*

HARRIS N.A., TRUST NUMBER L-718

**SEE EXHIBITORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF**

AND NOT PERSONALLY

HARRIS N.A., Trustee of Harris N.A. Trust Number L-718

By:

*Cheryl C. Hinkens*  
Authorized Signer for Harris N.A.

Cheryl C. Hinkens  
Land Trust Officer

*Mary M. Bray*

Mary M. Bray, Trust Officer

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## ASSIGNMENT OF RENTS (Continued)

### TRUST ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 12<sup>th</sup> day of September, 2006 before me, the undersigned Notary Public, personally appeared Cheryl C. Hinkens and Mary M. Bray, Trust Officers  
 Land Trust Officer

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By Kevin M. White Residing at Benington IL

Notary Public in and for the State of Illinois

My commission expires 08/18/09



County Clerk's Office

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## EXHIBIT "A"

This EXHIBIT "A" is attached to and by this reference is made a part of the ASSIGNMENT OF RENTS, dated June 21, 2006, and executed in connection with a loan or other financial accommodations between HARRIS N.A. and George A. Amend, Inc.

LOTS 4, 5, 6, 7, 8, 9, 10 AND 24 IN BLOCK 5 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1936 AS DOCUMENT NO. 9349772, IN COOK COUNTY, ILLINOIS.

02-09-105-001-0000 (PARCEL 1 OF 6; THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION, LOT 10),

02-09-105-002-0000 (PARCEL 2 OF 6; THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION, LOT 9),

02-09-105-003-0000 (PARCEL 3 OF 6; THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION, LOTS 5, 6, 7 & 8),

02-09-105-004-0000 (PARCEL 4 OF 6; THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION, LOT 4),

02-09-105-020-0000 (PARCEL 5 OF 6; THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION, SOUTH 30 FEET OF LOT 20),

02-09-105-021-0000 (PARCEL 6 OF 6; THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION, REMAINDER OF LOT 20)

---

PARCEL 1: LOT 19 IN BLOCK 25 IN PERCY WILSON'S SECOND ADDITION TO FOREST VIEW HIGHLANDS BEING A SUBDIVISION OF THE WEST HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH HALF OF LOT 13 AND ALL OF LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22 AND 23 ALL IN BLOCK 5 IN PERCY WILSON'S SECOND ADDITION TO FOREST VIEW HIGHLANDS BEING A SUBDIVISION OF THE WEST HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 20, LOT 17, LOT 16, LOT 15, LOT 14, THE SOUTH HALF OF LOT 12, AND LOT 11 IN BLOCK 4 IN PERCY WILSON'S SECOND ADDITION TO FOREST VIEW HIGHLANDS BEING A SUBDIVISION OF THE WEST HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

02-09-104-024-0000 (PARCEL 1 OF 28), 02-09-105-012-0000 (PARCEL 2 OF 28), 02-09-105-013-0000 (PARCEL 3 OF 28), 02-09-105-014-0000 (PARCEL 4 OF 28), 02-09-105-015-0000 (PARCEL 5 OF 28), 02-09-105-016-0000 (PARCEL 6 OF 28), 02-09-105-017-0000 (PARCEL 7 OF 28), 02-09-105-018-0000 (PARCEL 8 OF 28), 02-09-105-019-0000 (PARCEL 9 OF 28), 02-09-105-022-0000 (PARCEL 10 OF 28), 02-09-105-023-0000 (PARCEL 11 OF 28), 02-09-105-028-0000 (PARCEL 12 OF 28), 02-09-105-029-0000 (PARCEL 13 OF 28), 02-09-105-030-0000 (PARCEL 14 OF 28), 02-09-105-031-0000 (PARCEL 15 OF 28), 02-09-105-032-0000 (PARCEL 16 OF 28), 02-09-106-034-0000 (PARCEL 17 OF 28), 02-09-106-011-0000 (PARCEL 18 OF 28), 02-09-106-013-0000 (PARCEL 19 OF 28), 02-09-106-016-0000 (PARCEL 20 OF 28), 02-09-106-017-0000 (PARCEL 21 OF 28), 02-09-106-018-0000 (PARCEL 22 OF 28), 02-09-106-019-0000 (PARCEL 23 OF 28), 02-09-106-020-0000 (PARCEL 24 OF 28), 02-09-106-021-0000 (PARCEL 25 OF 28), 02-09-106-022-0000 (PARCEL 26 OF 28), 02-09-106-023-0000 (PARCEL 27 OF 28), 02-09-106-031-0000 (PARCEL 28 OF 28).

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THE NORTH 1/2 OF LOT 12 IN BLOCK 4 IN PERCY WILSON'S "FOREST VIEW HIGHLANDS" A SUBDIVISION IN THE WEST HALF OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN ACCORDING TO A PLAT THEREOF RECORDED IN COOK COUNTY, ILLINOIS ON JULY 23RD, 1926 AS DOCUMENT NUMBER 9349772.

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**EXHIBIT "A"**  
**(Continued)**

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02-09-106-012-0000

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LOT 18 IN BLOCK 4 IN PERCY WILSON'S FOREST VIEW HIGHLAND, A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED ON JULY 26, 1928 AS DOCUMENT NUMBER 9349772, IN COOK COUNTY, ILLINOIS.

02-09-106-024-0000

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PARCEL 1: THE NORTH 1/2 OF LOT 13 IN BLOCK 4 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 1/2 OF LOT 13 IN BLOCK 4 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 11 IN BLOCK 5 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE SOUTH 1/2 OF LOT 12 IN BLOCK 5 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 5: THE NORTH 1/2 OF LOT 12 IN BLOCK 5 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 6: THE NORTH 1/2 OF LOT 13 IN BLOCK 5 IN PERCY WILSON'S FOREST VIEW HIGHLANDS, A SUBDIVISION IN THE WEST 1/2 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

02-09-105-008-0000 (PARCEL 1 OF 6), 02-09-105-009-0000 (PARCEL 2 OF 6), 02-09-105-010-0000 (PARCEL 3 OF 6), 02-09-105-011-0000 (PARCEL 4 OF 6), 02-09-106-014-0000 (PARCEL 5 OF 6), 02-09-106-015-0000 (PARCEL 6 OF 6)

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LOTS 1, 2, 3, 4, 5, 6, 7 AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH OF AND ADJOINING, LOTS 24 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH OF AND ADJOINING, LOTS 20, 21, 22 AND 23 ALL IN BLOCK 25 IN PERCY WILSON'S 2ND ADDITION TO FOREST VIEW IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

02-09-104-012 VOL. 148, AFFECTS LOT 1 AND THAT PART OF VACATED ALLEY;  
 02-09-104-011 VOL. 148, AFFECTS LOT 2 AND THAT PART OF VACATED ALLEY;  
 02-09-104-010 VOL. 148, AFFECTS LOT 3 AND THAT PART OF VACATED ALLEY;  
 02-09-104-009 VOL. 148, AFFECTS LOT 4 AND THAT PART OF VACATED ALLEY;  
 02-09-104-008 VOL. 148, AFFECTS LOT 5 AND THAT PART OF VACATED ALLEY;  
 02-09-104-007 VOL. 148, AFFECTS LOT 6 AND THAT PART OF VACATED ALLEY;  
 02-09-104-006 VOL. 148, AFFECTS LOT 7 AND THAT PART OF VACATED ALLEY;  
 02-09-104-023 VOL. 148, AFFECTS LOT 20;  
 02-09-104-022 VOL. 148, AFFECTS LOT 21;  
 02-09-104-021 VOL. 148, AFFECTS LOT 22;

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## EXHIBIT "A" (Continued)

02-09-104-020 VOL. 148, AFFECTS LOT 23;  
AND 02-09-104-019 VOL. 148, AFFECTS LOT 24 AND THAT PART OF THE VACATED ALLEY.

THIS EXHIBIT "A" IS EXECUTED ON JUNE 21, 2006.

GRANTOR:

**SEE EXCULPATORY RIDER ATTACHED  
HERETO AND MADE A PART HEREOF**

*As Trustee and not personally*

HARRIS N.A. TRUST NUMBER L-718

AND NOT PERSONALLY

HARRIS N.A. Trustee of Harris N.A. Trust Number L-718

By:

*[Handwritten Signature]*  
Authorized Signer for Harris N.A.

Cheyl C. Hinkens  
Land Trust Officer

Attest:

*[Handwritten Signature]*

Mary M. Bray, Trust Officer

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*George A. Amend*

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# UNOFFICIAL COPY

## EXCULPATORY RIDER

This instrument is executed by Harris, N.A., as Trustee under the provisions of a Trust Agreement dated September 29, 1998 and known as Trust No.L-718 not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris, N.A, warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris, N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against Harris, N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.